

**MIAMI PARKING AUTHORITY
PARKING COMPLIANCE SERVICES
INTERLOCAL AGENCY AGREEMENT**

THIS INTERLOCAL PARKING COMPLIANCE SERVICES AGREEMENT ("Agreement") is entered into this 20 day of July, 2022, (but is effective as of October 1st, 2022, the "Effective Date") by and between the **Department of Off-Street Parking a/k/a Miami Parking Authority**, an agency and instrumentality of the City of Miami ("City"), located at 40 Northwest 3rd Avenue, Suite 1103, Miami, FL 33128 ("MPA"), and the **City of Doral**, a municipal corporation organized under the laws of the State of Florida, with a main address of 8401 NW 53 Terrace, Doral FL 33166 ("Doral" and, together with the MPA, the "Parties").

RECITALS

WHEREAS, the MPA has the knowledge, experience, capability, and resources to provide the full spectrum of parking management services and the enforcement of nonmoving violations, including Towing Services and the non-payment of parking fees, on off-street and on-street parking facilities ("Parking Services") situated within Miami-Dade County ("County"); and

WHEREAS, through its comprehensive management and enforcement of parking facilities, the MPA is in the unique position to acquire, install, and operate at every stage of the Parking Services, 'PayByPhone' and 'pay-by-plate' parking systems for use at designated off-street and on-street parking facilities situated throughout the County; and

WHEREAS, for Doral to seamlessly implement PayByPhone and pay-by-plate parking equipment, technology, and corresponding services, Doral desires to enter into this Agreement, under which MPA agrees to secure PayByPhone and pay-by-plate technologies on behalf of Doral, and to install and maintain said parking equipment, technology, and associated signage; while collecting and submitting to Doral related data and parking revenues; and

WHEREAS, the public will benefit from increased parking compliance, compounded by decreased levels of congestion on roadways, off-street, and on-street parking facilities; and

WHEREAS, Doral, through its Public Works Department Official, its designee or authorized agent, under the direction of the City Manager, desires to take advantage of the MPA's expertise and hereby authorize the MPA to provide Parking Services city-wide, specifically focused on Doral rights-of-way, on-street parking, parking garages and parking lots ("Doral Parking Facilities"); and

WHEREAS, Doral and MPA agree that nothing contained in this Agreement shall diminish or impact the rights of either entity with respect to jurisdiction, sovereign, or traffic enforcement powers, or in any other matter related to the Parking Services unless specifically set forth herein, including but not limited to any County powers under the Miami-Dade County Code; and

WHEREAS, the Home Rule Power of local governments and their respective agencies, have broad authority to protect the health, safety, and welfare of communities; and

WHEREAS, and Charter Powers of Doral and MPA, as well as the Florida Interlocal Cooperation Act of 1969, Section 163.01, et. seq., Florida Statutes, authorize Doral and MPA to enter into this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals, each of which the Parties agree are true and correct and form a part of this Agreement, and of promises and covenants contained herein, Doral and MPA agree as follows:

ARTICLE 1 – TERM

1.1 **Duration and Renewal of Agreement.** Unless sooner terminated pursuant to the provisions set forth in Article 4 below, this Agreement shall commence on the Effective Date and continue in force for five (5) years from that date (“Initial Term”). Before the conclusion of the Initial Term, the Parties may, at their sole and exclusive option, extend this Agreement for up to one (1) additional five-year (5) term (“Renewal Term”), which shall commence upon the conclusion of the Initial Term. The Initial Term and Renewal Term, combined, shall not exceed ten (10) years and, together, the Initial Term and Renewal Term may be described collectively as the “Term”. Doral shall exercise its option to extend the Initial Term by delivering prior written notice of the same to the MPA, within a reasonable period of time.

ARTICLE 2 – SCOPE OF PARKING SERVICES

2.1 **PayByPhone and Pay-by-Plate Equipment and Signage.** The MPA shall be responsible for the purchase, installation, and maintenance of PayByPhone and pay-by-plate parking equipment on Doral Parking Facilities, in the same manner the equipment the MPA uses at other on-street and off-street parking facilities throughout the County. The MPA shall also purchase and maintain PayByPhone and pay-by-plate signage, which shall include information to customers explaining how to utilize the new parking equipment. All signage locations shall be subject to Doral’s approval for consistency and compliance with Doral Code of Ordinances, and any other applicable legal requirements.

2.2 **Installation of Signage.** Doral shall be responsible for installing associated PayByPhone, and if applicable, pay-by-plate signage at all Doral Parking Facilities, with MPA’s recommendation as to the quantity and locations of the signage, within the respective Doral Parking Facility. The installation shall be completed in a workman-like manner, and Doral shall be responsible for securing all permits and permissions necessary to install the equipment and signage. All replacement signage shall also be installed by Doral within a reasonable period of time.

2.2.1 **PayByPhone Parking Signage.** The MPA shall purchase a minimum of one hundred (100) PayByPhone signs throughout the Doral Parking Facilities, identified in “Exhibit X1” (attached hereto and made a part of this Agreement).

2.3 **Priority of Installation and Payment for Signage and Equipment.** “Exhibit X2” (attached hereto and made a part of this Agreement) to this Agreement establishes an order of priority for the MPA's installation of parking signage and equipment pursuant to this Agreement. The MPA shall submit to Doral

a proposal showing the number and cost of said signage, including the estimated cost of the required equipment to be installed by the MPA. Within thirty (30) days of Doral's approval of the MPA proposal, the MPA shall place an order for the signage and equipment to be installed in phase 1 and, upon receipt of the signage and equipment, Doral shall promptly commence installation of said signage and MPA shall promptly commence the installation said equipment. Upon completion of the installation of phase 1, the MPA shall send written notification to the Doral that the signage and equipment required for phase 1 has been installed. Within fourteen (14) days of that written notification, Doral shall issue a notice to proceed to the MPA for the ordering and installation of the signage and equipment necessary for phase 2. In that written notification, Doral may request the inclusion of one or more newly designated Doral Parking Facility. Upon receipt of that written notification, the MPA shall place its order of the required signage and equipment and begin the installation promptly upon receipt of said signage and equipment. For each subsequent phase after phase 2, the Parties shall proceed in like manner with regard to the ordering and installation of equipment as described in this paragraph.

2.3.1 Doral's payment for any equipment and signage ordered by the MPA in accordance with this paragraph shall be due within thirty (30) days of MPA's notice to Doral of receipt of an invoice from the supplier or manufacturer of said equipment and signage. The MPA shall commence installation of said equipment and signage within seven (7) days of its receipt of the equipment and signage. Doral's obligation to make the payments to the MPA required herein shall commence when the equipment is installed and operational.

2.4 Maintenance of Equipment. The MPA shall be responsible for the maintenance and replacement of all equipment and signage installed at Doral Parking Facilities under this Agreement. The MPA's maintenance obligations shall include preventative maintenance or any other maintenance necessary to restore to working condition any malfunctioning or inoperative equipment or signage within seventy-two (72) hours receipt of Doral's notice of malfunctioning or inoperative equipment or signage. On behalf of Doral and with Doral's prior approval, the MPA shall enforce warranties in effect from time to time that may relate to any parking equipment installed pursuant to this Agreement at any Doral Parking Facility.

2.5 Revenue Collection and Reporting. The MPA shall be responsible for collecting all parking revenues derived from the parking system installed pursuant to this Agreement. The MPA shall have in place appropriate revenue controls consistent with the best industry practices aimed at preventing loss or theft. The MPA shall produce written monthly reports to Doral, on a monthly basis, regarding parking revenue and usage at each of the Doral Parking Facilities. In addition to providing written monthly reports regarding parking revenue and usage at each of the Doral Parking Facilities, the MPA shall provide access to Doral, so that Doral may monitor, from each Doral Parking Facility, parking revenue and usage in the same manner as such monitoring capabilities are available to the MPA.

2.6 Additional Doral Parking Facilities; Additional Equipment at Existing Doral Parking Facilities. At its sole and exclusive discretion, Doral shall be entitled to add additional Parking Facilities and additional equipment to any Parking Facilities, by written addendum to this Agreement executed by the Parties. The cost of any signage and equipment necessary pursuant to this paragraph is set forth in Section 2.1 of this Agreement. To the extent Doral adds additional Parking Facilities pursuant to this Section: (1) the MPA shall assess equipment and signage needs for those additional Parking Facilities, provided that Doral shall

install the signage necessary at each additional Doral Parking Facility, and (2) Doral shall designate each additional Doral Parking Facility to a deployment phase in "Exhibit X3" or, alternatively, to a new deployment phase in "Exhibit X4". Each new Doral Parking Facility added to this Agreement shall be a "Doral Parking Facility" as that term is defined in this Agreement and shall be subject to the same terms and conditions existing at the inception of this Agreement.

2.7 Employment of Sufficient Personnel; Minimum Standards; Removal. The MPA shall employ a sufficient number of Parking Enforcement Specialists and staff to ensure that it adequately discharges its obligations under this Agreement. The MPA shall supervise the performance of all personnel employed in fulfillment of its obligations under this Agreement. All personnel providing Parking Services under this Agreement shall be courteous and cooperative and present a neat, clean, and professional appearance at all times. All personnel having contact with the public shall be able to understand and communicate in spoken English and Spanish. All of the MPA's personnel shall be considered to be, at all times, employees of the MPA under its sole direction and not employees or agents of Doral. The MPA shall supply competent personnel. Doral may require the MPA to remove an employee it deems careless, incompetent, insubordinate, or otherwise objectionable and whose continued employment on Doral property is not in the best interest of Doral. All personnel shall have and wear proper uniforms and identification, including City of Doral patches to be worn by MPA Parking Enforcement Specialists. The MPA shall control the conduct, demeanor, and appearance of its officers, employees, agents, representatives, and upon any complaints by Doral or the public as to the conduct of any such officer, employee, agent and/or representative, the MPA shall take immediate steps to rectify and correct the situation.

2.8 Salaries and Compensation of MPA's Personnel. The MPA shall pay all wages, salaries and/or commissions of all employees, service personnel, and maintenance personnel who are employed by the MPA or engaged by the MPA as independent contractors with respect to any Doral Parking Facilities. The MPA shall pay all amounts due for workmen's compensation insurance, social security taxes, unemployment insurance, and all other taxes or levies now in force or hereafter imposed with respect to any such employees or personnel; keep and maintain all necessary payroll and employment records and make all necessary withholding deductions from the salaries and wages of such employees and personnel as required by federal, state and local laws. The MPA shall promptly, upon the Doral's request, provide a list of the employees employed and contractors engaged to perform work under this Agreement. This list will include the number of employees, their positions, salaries, and benefits, and, in the case of independent contractors, their compensation.

2.9 Service Contracts. From time to time, to discharge its obligations under this Agreement, unless it performs those obligations itself, and except where specifically prohibited by this Agreement, the MPA may negotiate and enter into service and supply contracts as it deems necessary and reasonable ("Service Contracts"). The MPA shall supervise the performance of all independent contractors, subcontractors, suppliers, and servicing agents with Service Contracts required in connection with MPA's discharge of its obligations under this Agreement. All Service Contracts shall be in writing, in the name of the MPA, and assignable to Doral. All Service Contracts shall comply with applicable local and Florida laws and regulations, governing public entity procurement methods.

2.9.1 Doral Indemnification Required. All Service Contracts shall require the service contractor, to the maximum extent permitted by law, to indemnify, defend (with counsel reasonably acceptable to the Parties), protect and hold harmless the MPA and Doral from and against any and all damages in any manner related to, arising out of and/or resulting from any damage to or injury to, or death of, persons or property caused or occasioned by or in connection with or arising out of any acts or omissions of the service contractor or its employees, agents or contractors.

2.9.2 Delinquent Firms. The MPA shall not enter into Service Contracts with entities or allow any entities to provide any services whatsoever at any Doral Parking Facility, that are delinquent or in arrears in their financial obligations with Doral and/or that are debarred from doing work for Doral.

2.10 Doral's Charter and Code of Ordinances. The MPA acknowledges and agrees that Doral Parking Facilities, including the towing and immobilization of vehicles (collectively referred to herein as "Towing Services"), are subject to the City of Doral Charter and applicable Code of Ordinances (collectively "City Code") and all of the limitations contained therein, unless such Parking Facilities are specifically exempt from the requirements of the City Code. All signage and equipment installed at Doral Parking Facilities and the MPA's provision of Parking Services shall comply with the City Code, or any other restriction imposed on a Doral Parking Facility by an amendment to this Agreement. Doral shall have the authority, at its sole and exclusive discretion, to direct the MPA, without compensation from Doral, to remove any signage or equipment or to cease or modify the portion of Parking Services that does not comply with City Code or any other restriction applicable to the subject Doral Parking Facility in question.

2.11 Reduction of Parking Services. Doral reserves the right to and may, in its sole and absolute discretion, request a reduction of Parking Services provided by the MPA to Doral under this Agreement for one or more Doral Parking Facilities. In this regard, Doral may request fewer hours of service from MPA personnel performing Parking Services for Doral, including up to the point of complete elimination of Parking Services at one or more Doral Parking Facilities.

2.11.1 If Doral requests a reduction of Parking Services pursuant to this Section 2.11, then the MPA shall cease to provide such Parking Services, in accordance with the Doral's instructions, and adjust downward the amount(s) due under Article 3 of this Agreement, accordingly. Doral shall provide MPA thirty (30) days' notice prior to requesting any reduction of Parking Services.

2.12 Maintenance of Third-Party Agreement. The MPA acknowledges and agrees that it is important to Doral and critical to the proper functioning of the transaction memorialized by this Agreement, that the MPA maintain in good standing its contractual relationship with Roadway Towing, Inc., Pangea Consultants, Inc., and PayByPhone Technologies, Inc., or alternative providers of towing services and parking technologies that provide at least the same functionality as that provided by Roadway Towing, Inc., Pangea Consultants, Inc., and PayByPhone Technologies, Inc., at the inception of this Agreement (collectively "MPA Vendor Agreements"). By entering into this Agreement, and as of the Effective Date of this Agreement, the MPA represents and warrants that the MPA Vendor Agreements are in good standing, and that there are no threatened or pending events of default or threats of termination under the MPA Vendor Agreements. Throughout the Term, Doral shall be entitled to request written assurances

from the MPA that the MPA Vendor Agreements remain in good standing. The MPA's failure to provide such written assurance within thirty (30) days of Doral's request, or the existence of an uncured or incurable condition of default by the MPA in MPA Vendor Agreements, or the termination of the MPA Vendor Agreement in the absence of a replacement MPA Vendor Agreement, shall constitute a default under this Agreement, which the MPA shall have the right to cure upon thirty (30) days' written notice from Doral. The MPA further represents and warrants that, the MPA's entry into this Agreement with Doral, and the MPA's performance of its obligations under this Agreement, will not constitute a default under the MPA Vendor Agreements and will not violate the terms of any license agreement between the MPA and PayByPhone Technologies, Inc., or to any successor. Subject to the limitations of liability under Section 768.28, Florida Statutes (2021), the MPA at its own expense, shall defend, indemnify, and otherwise hold Doral harmless from and against any claim, including any claim arising out of an alleged violation of PayByPhone Technologies, Inc.'s (or its successors' or assignees') intellectual property rights, brought against Doral by PayByPhone Technologies, Inc., or its successors or assignees, which claim(s) or allege(s) that this Agreement violates the terms of the MPA Vendor Agreements or any license agreement concerning the equipment or software provided by the MPA to Doral under this Agreement. Doral acknowledges that MPA as a public entity must utilize procurement methods that may result in agreements with other entities that utilize the same or similar services.

2.13 Meetings. To improve communication and effectiveness, the MPA and Doral shall meet at mutually agreeable times and places to discuss performance and expectations under this Agreement. Meetings shall be at least monthly for the first six months from the Effective Date of this Agreement and quarterly thereafter, with participation by each party's senior management with decision-making authority. Doral may, at its sole discretion, request the participation of specific personnel employed by the MPA with prior notice.

ARTICLE 3 – FINANCIAL TERMS

3.1 Overhead and Direct Expenses. The Parties acknowledge and agree that the MPA will incur additional overhead and direct expenses to implement and provide Parking Services under this Agreement. Overhead and direct expense items shall first be approved by Doral. As a result, Doral agrees to compensate the MPA for the actual overhead and direct expenses incurred by the MPA as a result of this Agreement. Reimbursable overhead and direct expenses shall include, but not be limited to: (1) personnel and fringe costs; (2) vehicle expenses (mileage, gas, and maintenance); (3) repairs and maintenance of pay-by-plate equipment for parts and services not covered under warranty; (4) printing and supplies for use at Doral Parking Facilities; (5) bank and credit card fees paid by the MPA in connection with customers' selected form of payment at Doral Parking Facilities; (6) purchase of all necessary equipment to implement PayByPhone and pay-by-plate parking systems for all Doral Parking Facilities; and, (7) MPA's Enterprise Resource Planning ("ERP") software system, in accordance with the attached "Exhibit X5" (attached hereto and made a part of this Agreement). Doral shall reimburse MPA upon receipt of monthly invoices and supporting back-up documentation, indicating the overhead and direct expenditures incurred by the MPA over the previous month.

3.2 Revenue Sharing. Doral shall pay the MPA a management fee of fifteen (15) percent of all gross collections derived through the pay-by-phone and pay-by-plate systems installed by the MPA at Doral Parking Facilities.

3.3 Remittance of Parking Revenue; Invoicing; Sales Taxes. By the twentieth (20th) day of the following month, the MPA shall remit to Doral all parking revenues collected in the preceding month by the MPA from the Doral Parking Facilities, net of any taxes and surcharges due, including sales taxes, applicable to revenues collected by the MPA for Parking Services, without any other setoffs or reductions, unless specifically authorized by Doral in writing.

3.3.1 The MPA shall submit a monthly report to Doral, including all back-up documentation required by Doral to verify any payments due under this Article, within thirty (30) days of the last day of the month for which a payment is claimed from Doral. Doral shall have thirty (30) days in which to verify and pay a claim. If Doral disputes all or a portion of a claim for payment submitted by the MPA, then Doral may withhold payment for the disputed portion of the claim. Before seeking legal redress, including before pursuing the dispute resolution process described in Section 8.14 of this Agreement, the Doral city manager, after obtaining the approval of the city attorney, shall have the authority to resolve controversies between the MPA and Doral which arise under, or by virtue of, this Agreement; provided that, the amount in controversy is not greater than \$25,000.00. Such authority extends, without limitation, to controversies based upon breach of contract, mistake, misrepresentation, or lack of complete performance, and shall be invoked by Doral or the MPA by submission of a protest to the Doral city manager. If a dispute is not resolved by mutual consent, the Doral city manager shall promptly render a written report stating the reasons for the action taken which shall be final and conclusive. A copy of the decision shall be immediately provided to the MPA.

3.3.2 Doral's verification of a claim before payment pursuant to this provision shall not constitute an estoppel, waiver, or any other legal impediment whatsoever to Doral's pursuit of additional compensation or reimbursement from the MPA if an audit or review conducted pursuant to this Agreement reveals that additional amounts were due to Doral or that Doral overpaid the MPA.

3.4 Audit and Inspection Rights. Doral, its auditors, or designees shall have the right, without limitation, at any reasonable time during the Term to enter into any locations which the MPA may use in connection with its operations pursuant to this Agreement, to: (1) verify, check and record data used in connection with its operations; (2) inspect, review, verify and check all or any portions of the procedures for recording or compiling information used to determine any amounts due to or payable by Doral under this Agreement; and (3) audit, check, inspect and review all books of account, records, financial reports, financial statements, operating statements, sales tax returns, and working papers relating to this Agreement, and other pertinent information as may be determined to be needed or desirable. Prior to entering any locations, however, Doral shall give reasonable advance notice to the MPA.

3.4.1 Doral, its auditors, or designees shall further have the right, upon reasonable written notice to the MPA, at the sole cost of Doral except as specified below, to examine the books and records of the MPA to determine the correctness of the amounts paid by or to Doral. At least thirty (30) days prior written notice shall be provided by to the MPA. If, as a result of such examination, it is established that the amounts paid by Doral were more than the MPA was entitled to under this

Article or that the amounts paid to Doral were less than Doral was entitled to under this Article, then the MPA shall forthwith pay the difference to Doral, together with applicable interest pursuant to Section 218.74(4), Florida Statutes (2021) as may be amended from time to time.

3.4.2 If any such audit under this Section 3.4 reveals any overpayment by Doral to the MPA or underpayment to Doral by the MPA, which overpayment by Doral to the MPA or underpayment by the MPA to Doral is equal to or greater than five (5) percent of the amount actually due, then the MPA shall pay the amount actually due, plus interest, and Doral's reasonable costs and expenses in connection with its audit. Except as provided in the foregoing sentence of this paragraph, Doral shall be responsible for all of its own expenses incurred in connection with an audit. If the MPA negligently, intentionally or willfully fails to maintain its books and records in a reasonable business manner such that the MPA's books and records are deemed in-auditable by Doral's auditors under prevailing auditing standards and practices, then the MPA agrees that it shall reimburse Doral for Doral's reasonable costs and expenses in connection with its audit, including the reimbursement of any payments due or estimated to be due to the MPA under Sections 2.1, 2.2, and 2.3 of this Agreement. The MPA agrees to give Doral a copy of any audits of the MPA conducted by third-parties in respect of payments due under this Agreement.

ARTICLE 4 – TERMINATION OF AGREEMENT

4.1 **Termination.** At any time before the expiration of the Term, Doral or MPA may terminate this Agreement for convenience, in whole or in part, without cause, by giving at least one hundred twenty (120) days' prior written notice to the other party. A party that seeks termination based on a default, shall send written notice to the other party indicating the nature of the default and what it believes must be done to cure the default. If a default is not cured within thirty (30) days after receipt of the notice of default, then in addition to all other remedies provided by law, the party not at default may immediately terminate this Agreement. A party's criminal or negligent acts and omissions shall be cause for the other party's immediate termination of this Agreement. Any notice of termination shall specify the effective date of termination and, if the termination is partial, the Doral Parking Facility for which Parking Services are being terminated shall be included in the notice of termination. In the case of a partial termination, Doral and MPA's obligations under this Agreement shall terminate on the date set forth in the notice of termination for the specific Doral Parking Facility set forth therein, but the Parties' obligations for all other Doral Parking Facilities shall remain in full force and effect.

4.1.1 **Termination by MPA.** If the MPA terminates this Agreement, in whole or in part, for convenience while Doral is in good standing with its obligations under this Agreement (e.g., not in default), then Doral shall retain the equipment installed at the terminated Doral Parking Facilities, and Doral shall pay to the MPA the balance due on the equipment, as provided in Section 2.3.1 of this Agreement.

4.1.2 **Termination by Doral for Convenience.** If Doral terminates this Agreement in whole or in part, for convenience, then Doral shall continue to pay for the equipment and signage, which payments shall be due as provided in Section 3.3 of this Agreement. If Doral terminates this Agreement for convenience, Doral's sole liability to the MPA shall be for the equipment and

signage actually provided to Doral by the MPA, and Doral shall not be liable for Overhead expenses described in Section 3.1 or Revenue Sharing in Section 3.2 of this Agreement.

4.1.3 Termination by Doral for Default by MPA. If Doral terminates this Agreement in whole or in part, as the result of a default under this Agreement by the MPA, then Doral shall retain the equipment provided by the MPA pursuant to this Agreement and continue to make payments to the MPA until such equipment is fully paid off, which payments shall be due as provided in 3.3 of this Agreement, without acceleration pursuant to Section 3.3 of this Agreement. Upon termination pursuant to this paragraph, for each terminate Doral Parking Facility, the MPA shall not be entitled to receive the payments described in Section 3.2 (management fee) or Section 3.1 (overhead) of this Agreement.

4.2 Assignment of Warranties and Claims Upon Termination. In the event of termination of this Agreement, in whole or in part, for cause or without cause, by Doral or by the MPA, the MPA shall provide written evidence to Doral of the assignment in favor of Doral of all existing warranties and pending claims for repair to equipment installed at any terminated Doral Parking Facility. By entering into this Agreement, the MPA represents and warrants to Doral that any warranties for or any claims for maintenance of equipment installed pursuant to this Agreement are assignable to Doral.

4.3 Agreement with Third-Party Vendor Upon Termination. The Parties acknowledge and agree that certain indispensable services from a third-party vendor (at the commencement of this Agreement that vendor is PayByPhone Technologies, Inc.) or its successors or assigns are necessary for the useful operation of the parking system that MPA will provide to Doral pursuant to this Agreement. If Doral terminates this Agreement for convenience and desires to continue utilizing the parking technology implemented in the Doral Parking Facilities pursuant to this Agreement, then the MPA shall reasonably cooperate with Doral in its efforts to obtain an agreement with that third-party vendor. If the MPA terminates this Agreement pursuant Section 4.1.1 above (except because of a default by Doral) or Doral terminates this Agreement pursuant to Section 4.1.2 above, then the MPA shall similarly cooperate with Doral in its good-faith efforts to obtain an agreement with that third-party vendor.

4.4 Financial Responsibility Upon Termination. Upon termination of this Agreement, whether such termination is in whole or partial, neither party shall be liable to the other for any loss of revenue or profits or for any indirect or consequential damages caused by such termination.

ARTICLE 5 – INSURANCE

5.1 Coverage Requirements. The MPA shall furnish to Doral Certificates of Insurance (or similar indicia) which indicates that insurance coverage has been obtained which meets the requirements as outlined below:

5.1.1 Worker's Compensation Insurance for all employees of the MPA providing Parking Services as required by Chapter 440, Florida Statutes (2021).

5.1.2 Commercial General Liability Insurance in an amount not less than \$1,000,000 per occurrence for bodily injury and property damage combined.

5.1.3 Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the Parking Services, in an amount of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.

5.2 The MPA will be responsible for insuring all MPA personal property and equipment used in connection with this Agreement. The Doral will not be responsible for repair or replacement of MPA-owned property.

5.3 The MPA will require all entities providing services to the MPA in connection with this Agreement, to name Doral as an additional insured on their respective General Liability Insurance policies.

5.4 All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

5.4.1 The company must be rated no less than "A-" as to management, and no less than "Class VII" as to financial strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the Doral Risk Management Department; or the company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Financial Services. Certificate holder must read: City of Doral.

5.5 The MPA shall promptly notify Doral of any material change or cancellation of insurance coverage required to be maintained by the MPA under this Agreement.

5.6 Compliance with the foregoing requirements shall not relieve the MPA of liability and obligation under this Section or under any other section of this Agreement.

ARTICLE 6 – INDEMNIFICATION

6.1 Subject to the provisions and limitations of Section 768.28, Florida Statutes, as amended from time to time, which limits the liability of governmental entities, the MPA shall indemnify, save, defend and hold harmless Doral, and its agencies, departments, officers, directors, employees, agents, successors and assigns (collectively the "Indemnified Parties"), from all liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the performance of this Agreement by the MPA or its agencies, departments, officers, directors, employees, agents, contractors, or subcontractors. The MPA shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of Doral, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon.

6.2 Subject to the provisions and limitations of Section 768.28, Florida Statutes, as amended from time to time, which limits the liability of governmental entities, Doral shall indemnify, save, defend and hold harmless the MPA, and its agencies, departments, officers, directors, employees, agents, successors

and assigns (collectively the "Indemnified Parties"), from all liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the performance of this Agreement by Doral or its agencies, departments, officers, directors, employees, agents, contractors, or subcontractors. Doral shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the MPA, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon.

6.3 This indemnification shall survive the termination, cancellation, and/or expiration of this Agreement. The Parties expressly understand and agree that any insurance protection required by this Agreement or otherwise provided by the Parties shall in no way limit the responsibility to save, defend and hold harmless the Indemnified Parties as herein provided.

6.4 Nothing contained in this Agreement is any way intended to be a waiver of the limitation placed upon Indemnified Parties' liability as set forth in Chapter 768, Florida Statutes, as amended from time to time. Additionally, the MPA does not waive sovereign immunity, and no claim or award against the Indemnified Parties shall include attorney's fees, investigative costs or pre-judgment interest.

ARTICLE 7 – NOTICE

7.1 All notices, demands, correspondence and other communications between the Parties shall be deemed sufficiently given under the terms of this Agreement when dispatched by registered or certified mail, postage prepaid, return receipt requested, addressed as follows or as the same may be changed from time to time:

If to Doral: Hernan Organvidez
Interim City Manager
City of Doral, Florida
8401 NW 53rd Terrace
Doral, Florida 33166

With a Copy to: Luis Figueredo
City Attorney
City of Doral, Florida
8401 NW 53rd Terrace
Doral, Florida 33166

If to MPA: Miami Parking Authority
Attn: Angel Diaz, Director of Operations
40 NW 3rd Street, Suite 1103
Miami, Florida 33128
Phone: (305) 373-6789, ext. 267
Email: Adiaz@miamiparking.com

With a Copy to: Miami Parking Authority
Attn: Humberto Escandon, Senior Manager of Operations
40 NW 3rd Street, Suite 1103
Miami, Florida 33128
Phone: (305) 373-6789, ext. 243
Email: Hescandon@miamiparking.com

7.2 Either party may at any time designate a different address and/or contact person by giving notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

7.3 In the event there is a change of address and the moving party fails to provide notice to the other Party, then notice sent as provided in this Article 7, shall constitute adequate notice.

ARTICLE 8 – MISCELLANEOUS TERMS

8.1 Captions and Paragraph Headings. Captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend, or limit the scope or intent of this Agreement, nor the intent of any provision hereof. Whenever used, the singular shall include the plural, the plural the singular, and the use of any gender shall include all genders.

8.2 Authority. Each of the Parties hereby represent and warrant that it has the right, power, and authority to enter into and perform this Agreement and that this Agreement and its obligations hereunder have been duly and legally authorized by it.

8.3 Compliance with Laws. The Parties shall comply with applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing their respective duties, responsibilities, and obligations pursuant to this Agreement.

8.4 Background Screening of All Employees and Contractors. All of MPA employees, personnel, contractors, consultants and any other entity or persons that will provide Parking Services (or a portion thereof) at Doral Parking Facilities, shall first be subject to a County and federal criminal background check, including a national data sex-offender and terrorist search, a Florida Department of Motor Vehicles search, drug testing, and a credit check. This function is conducted by the MPA Department of Human Resources, who shall be responsible for approving the employment of persons providing Parking Services under this Agreement.

8.5 Governmental Approvals. If any governmental license or permit shall be required for the proper and lawful conduct of the MPA's obligations under this Agreement, or any part thereof, or if failure to secure such license or permit would in any way adversely affect Doral, then the MPA, at its expense, shall duly procure and thereafter maintain such license or permit and submit the same to Doral's inspection. The MPA shall at all times comply with the terms and conditions of each such license or permit required in the provision of Parking Services.

8.6 Non-Discrimination. The Parties covenant and agree as follows:

8.6.1 No person on the ground of race, color, religion, ancestry, national origin, sex, pregnancy, marital status, familial status, gender identity or gender expression, sexual orientation, age, residency within or outside Doral, or physically disabled shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the provision of Parking Services or the use of Doral Parking Facilities provided under this Agreement, except as provided by law.

8.6.2 In the construction of any improvements on, over, or under such land and the furnishings of Parking Services thereon, no person on the ground of race, color, religion, ancestry, national origin, sex, pregnancy, marital status, familial status, gender identity or gender expression, sexual orientation, age, residency within or outside Doral, or physically disabled shall be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination, except as provided by law.

8.7 No Waiver of Right to Enforce. The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, or any subsequent breach of the same or any other term, covenant, or condition herein contained. The late performance of any obligation under this Agreement, shall not be deemed to be a waiver of any preceding breach by either party of any term, covenant, or condition of this agreement. No covenant, term, or condition of this Agreement shall be deemed to have been waived by either party, unless such waiver is in writing.

8.8 Entire Agreement; Amendments; Assignment. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment, or alteration in the terms contained herein shall be effective unless set forth in writing in accordance with this Section 8.7. No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Parties. The performance of the MPA's obligations under this Agreement by the MPA itself is important to Doral. As such, this Agreement, in whole or in part, or the MPA's performance of its obligations under this Agreement, shall not be assignable or transferable to any third-party without the written consent of Doral, which Doral may withhold for any reason or no reason at all.

8.9 Joint Preparation. The Parties acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties from the other.

8.10 Severability. In the event a portion of this Agreement is found to be invalid by a court of competent jurisdiction, the remaining provisions shall continue to be effective unless Doral or MPA elect to terminate this Agreement, in whole or in part. An election to terminate this Agreement, in whole or in part, based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

8.11 Headings. The headings of the various paragraphs and sections of this Agreement are for convenience and ease of reference only, and shall not be construed to define, limit, augment or describe the scope, context or intent of this Agreement or any part or parts of this Agreement.

8.12 Parties as Sovereign. It is expressly understood that notwithstanding any provision of this Agreement and the Parties' status thereunder, that Doral and the MPA retain all of its sovereign prerogatives and rights as public agencies under Florida laws and shall in no way be estopped from withholding or refusing to issue any approvals of applications for building, zoning, planning, or development under present or future laws and regulations of whatever nature applicable to the operations of the MPA or be liable for the same, unless a party is not acting in good faith and in a manner designed to negate the provisions of the Agreement. Doral shall not, by virtue of this Agreement, be obligated to grant the MPA any approvals of applications for building, zoning, planning, or development under present or future laws and ordinances of whatever nature applicable to the operations of the MPA, unless Doral is not acting in good faith and in a manner designed to negate the provisions of the Agreement. Doral's rights as sovereign includes, but are not limited to, the right to establish, waive or eliminate fees, including parking fees, for Doral Parking Facilities. As a result of the Doral's establishment or elimination of parking fees for any Doral Parking Facilities, the MPA shall not be entitled to maintain an action against Doral seeking equitable relief (e.g., injunctive, or declaratory relief) or for loss of revenue or any other category of damages.

8.13 No Third-Party Beneficiaries. Nothing in this Agreement, expressed or implied, is intended to (a) confer upon any entity or person, other than the expressed Parties herein, any rights or remedies under or by reason of this Agreement as a third-party beneficiary, or otherwise; or (b) authorize anyone not a party to this Agreement to maintain an action pursuant to or based upon this Agreement.

8.14 Dispute Resolution; Applicable Law. The Parties shall resolve any disputes, controversies, or claims between them arising out of this Agreement in accordance with the "Florida Governmental Conflict Resolution Act", Chapter 164, Florida Statutes, as it may be amended from time to time. This Agreement shall be construed and enforced according to the laws of the State of Florida. Venue in any proceedings between the Parties shall be in the Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida, or the U.S. District Court Southern District of Florida.

8.15 Public Records; Maintenance of Records. This Agreement shall be subject to Florida's Public Records Laws, Chapter 119, Florida Statutes, as they may be amended from time to time. The Parties understand the broad nature of these laws and agree to comply with Florida's Public Records Laws, and laws relating to records retention. The Parties acknowledge and accept each other's authority to access the other's public records, and each other's obligation to make those records available upon request, in accordance with all applicable laws. The Parties shall keep records to show their compliance with this Agreement. In addition, MPA's contractors and subcontractors must make available, upon Doral's

request, any books, documents, papers, and records which are directly pertinent to this Agreement for the purpose of public disclosures or for conducting audits and examinations.

8.16 Attorney's Fees. In the event of any dispute arising under or related to the Agreement, each party is responsible for its own attorney's fees, costs and expenses incurred at all judicial levels, including appeal, until such dispute is resolved with finality.

8.17 Force Majeure. A "Force Majeure Event" shall mean an act of God, act of governmental body or military authority, fire, explosion, power failure, flood, earthquake, storm, hurricane, sink hole, other natural disasters, epidemic, pandemic, riot or civil disturbance, war or terrorism, sabotage, insurrection, blockade, or embargo. In the event that either party is delayed in the performance of any act or obligation pursuant to or required by this Agreement by reason of a Force Majeure Event, the time required for completion of such act or obligation shall be extended by the number of days equal to the total number of days, if any, that such party is actually delayed by such Force Majeure Event. The party seeking delay in performance shall give notice to the other party specifying the anticipated duration of the delay, and if such delay shall extend beyond the duration specified in such notice, additional notice shall be repeated no less than monthly so long as such delay due to a Force Majeure Event continues. Any party seeking delay in performance due to a Force Majeure Event shall use its best efforts to rectify any condition causing such delay and shall cooperate with the other party to overcome any delay that has resulted. In the event a Force Majeure Event continues for one hundred twenty (120) consecutive days, then either party may terminate this Agreement by providing the other party with thirty (30) days prior written notice.

8.18 Counter Parts. This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same Agreement. The Parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Any party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the Parties have executed this Agreement by their respective proper officers duly authorized the day and year first written above.

ATTEST:

Doral officer or witness:

City of Doral, a Florida municipal corporation,
"Doral":

By: 
Print Name: Connie Diaz
Title: City Clerk

By: 
Print Name: Hernan M. Organvitez
Title: Acting City Manager

ATTEST:

MPA witness:

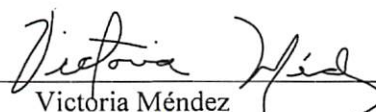
Department of Off-Street Parking a/k/a Miami
Parking Authority, an agency and instrumentality of
the City of Miami, "MPA":

By: 
Print Name: Chantal Gonzalez
Title: Paralegal

By: 
Print Name: Alejandra Argudin
Title: Chief Executive Officer

APPROVED AS TO FORM AND
CORRECTNESS:

APPROVED AS TO FORM AND
CORRECTNESS:

By: 
Victoria Méndez
City Attorney, City of Miami
#22 -1695 JMS

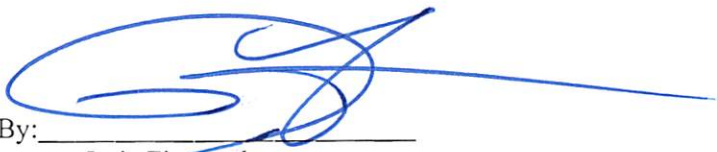
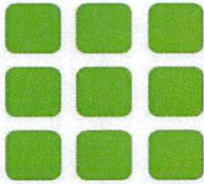
By: 
Luis Figueredo
City Attorney, City of Doral

EXHIBIT X1
PAYBYPHONE PARKING SIGNS



**payby
phone**

LOCATION

download mobile app
paybyphone.com

1-866-990-7275

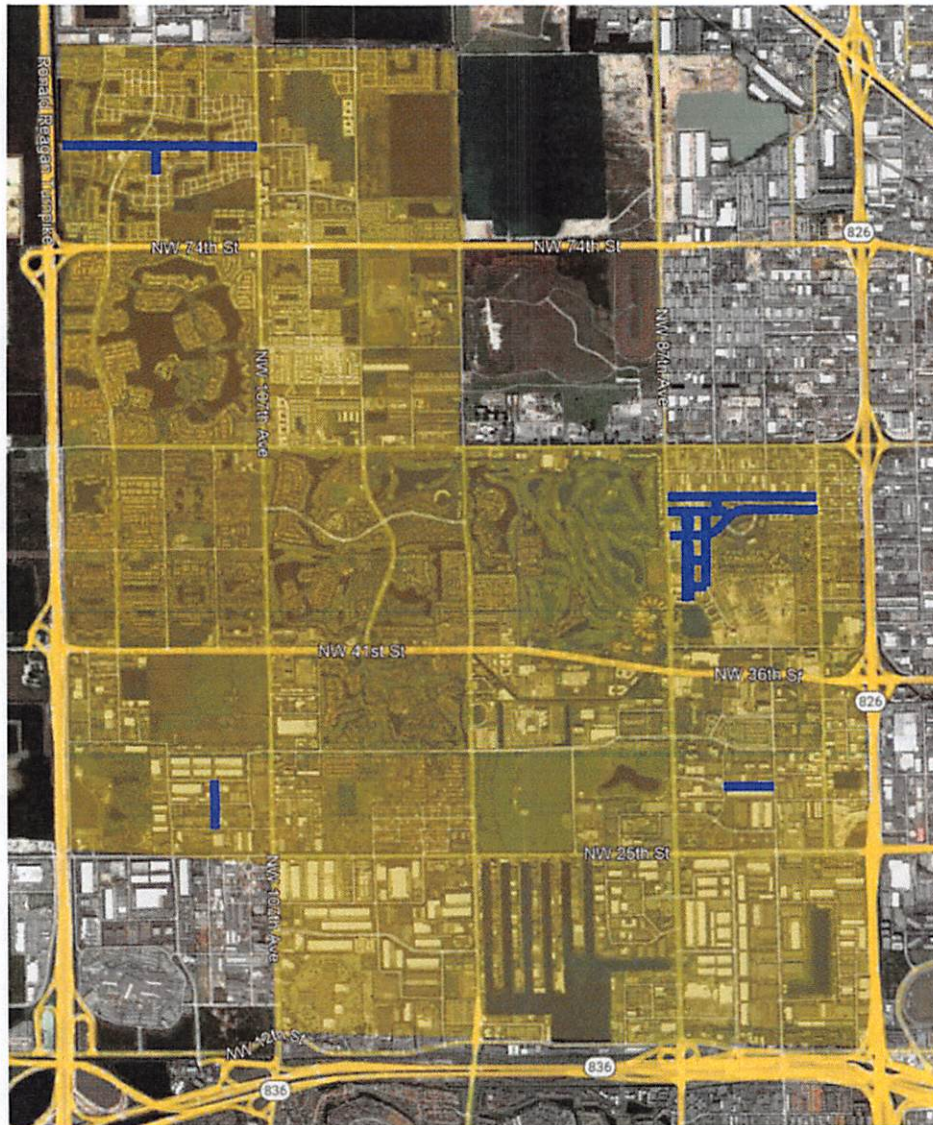


SCAN FOR APP



EXHIBIT X2

PHASE 1 – LOCATION OF PAID PARKING INSTALLATION



Segments

- NW 30 Terrace from NW 84 Avenue to NW 82 Avenue
- NW 53 Terrace from NW 87 Avenue to NW 53 Street
- NW 53 Street from NW 87 Avenue to NW 79 Avenue
- Paseo Boulevard from Osprey Lake to NW 53 Terrace
- NW 84 Avenue from NW 53 Terrace to NW 54 Street
- NW 84 Avenue from NW 47 Street to NW 53 Terrace
- NW 52 Street from Paseo Boulevard to NW 84 Avenue
- NW 54 Street from NW 87 Avenue to NW 79 Avenue
- NW 47 Street from NW 85 Avenue to NW 84 Avenue
- NW 82 Street from NW 117 Avenue to NW 107 Avenue
- NW 112 Avenue from NW 79 Lane to NW 82 Street
- NW 109 Avenue from NW 27 Street to NW 30 Street

EXHIBIT X3
TO BE PROVIDED

EXHIBIT X4
TO BE PROVIDED

EXHIBIT X5

High Level Proposal

New Legal Entity AX Implementation

For:



Prepared by:
Pangea Consultants





1. PROJECT SCOPE

1.1 Objectives

Miami Parking Authority requires creating a new legal entity: the **City of Doral** on Dynamics AX2012.

2. PROPOSED WORK

This statement of work is presented with an 80% confidence level. The scope and times will be reviewed and re-evaluated once we have more clearness of the requirements needed. *Please note the proposed work does not include installing a POS system to receive customer parking payments at a future Doral office location.*

2.1 Microsoft Dynamics AX 2012 - New Legal entity Creation

A new legal entity with the standard modules will be created.

The following table displays the standard modules:

AX2012 Modules Consider
Accounts receivable
Cash and bank management
General ledger
Sales and marketing
Accounts payable
Fixed assets
Budgeting
Cash and bank management

For this implementation, we start from the assumption that it is a new legal entity from scratch. This estimation has been done with a lack of information. Every module will use the standard functionality reports and forms.



2.2 Microsoft Dynamics AX 2012 - integration with SANA, Facility Management, Portal Suite

The current MPA integration includes SANA E-Commerce and Facility Management, which will work with the previously mentioned modules and the web shop module.

The following table displays the modules that would integrate with them. These actions will be integrated with **Dynamics AX** and will allow automatic synchronization:

AX2012 standard modules	SANA	Facility Management	Portal Suite
Accounts receivable	X		X
Accounts payable	X		X
Contracts	X		
General ledger		X	X
Inventory management		X	
Product information management	X	X	X
Sales and marketing	X	X	
Web shop	X	X	

2.2.1 SANA E-Commerce

The SANA E-Commerce integration will allow taking the following actions:

- Customer registration
- Vendor registration
- Create a sales order directly by the customer, selecting the facility on the map, the service, the number of spaces, dates and additional information required based on the attributes defined by item level in facility management.
- Create sales orders on behalf of the client through an MPA customer service agent.
- Create sales orders for additional miscellaneous services
- Pay promissory notes (SANA is integrated by default with the PAYZEE services for payment processes)

- 
- Pay invoices and open orders (SANA is integrated by default with the PAYZEE services for payment processes)
 - Update customer information (credit cards, tax-exempt certificate)
 - Review and manage permits, contracts, orders, and invoices.
 - Request a return order.

** The estimate of integrating AX with an E-commerce other than SANA is not included in this document. If the requirement is presented, this option will be estimated in a new SOW.*

2.2.2 Facility Management

Facility management will enable the option of managing the following process:

- Manage facilities (create, edit, remove, deactivate, or reactivate, add polygon information)
- Add items to facilities and manage availability (those functionalities are fully integrated with SANA E-commerce)
- View permits and takes actions (activate, cancel, change plate, fix permit, on hold, clean on hold)
- Assigning permit numbers from open orders (Keycards, Decals, E-permits)
- Manage waiting list (this functionality is fully integrated with SANA E-commerce)
- Manage meter rentals and print bagging reports.
- Manage residential and visitor passes availability (this functionality is fully integrated with SANA E-commerce)

2.2.3 Portal suite

Portal suite will enable the option of managing the following process:

- Bulk uploads to AX
- Bank Reconciliations
- SQL views with permit status information.



Create new Legal entity integrated with Facility management,
Sana, Portal Suite and Payeezy

Implementation Fees

Activities	Total Amount:
Microsoft Dynamics AX 2012 / Create New legal entity all modules currently used by MPA (501 Hours)	\$95,444.00
Facility Management, Portal Suite, SANA, Payeezy (181 Hours)	\$34,544.00
*Total Investment Amount	\$129,988.00

* This is an Estimation Base on Initial requirements. This SOW will be considered as *Time and Material*, Once the analysis with the requirements is defined, we will send the Actual cost.

RESOLUTION No. 22-79

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INTERLOCAL AGREEMENT WITH MIAMI PARKING AUTHORITY FOR THE PROVISION OF PARKING COMPLIANCE SERVICES FOR AN INITIAL FIVE (5) YEAR TERM AND A ONE-TIME FIVE (5) YEAR EXTENSION; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT AND TO EXPEND BUDGETED FUNDS ON BEHALF OF THE CITY WITH RESPECT TO THE AGREEMENT APPROVED HEREIN; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, at the October 2019 City Council meeting, the Mayor and City Councilmembers approved Resolution No. 19-254 adopting the Citywide Parking Study to serve as the blueprint to implement short-term, mid-term, and long-term projects to maximize the use public parking to meet current and future parking demand; and

WHEREAS, at the February 2021 City Council meeting, the Mayor and City Councilmembers approved Ordinance No. 2021-04 amending Chapter 44 of the City's Code of Ordinances, titled "Traffic and Vehicles" to include Article V, "Parking" to effectively manage public parking; and

WHEREAS, at the October 2021 City Council meeting, the Mayor and City Councilmembers approved Resolution No. 21-242 authorizing the City Manager to enter into a two-year term Interlocal Agreement with Miami-Dade County to manage the Parking Violations Bureau for the collection and distribution of parking violations revenue; and

WHEREAS, staff recommends entering into an Interlocal Agreement with the Miami Parking Authority to manage the City's Parking Compliance and provide parking

services city-wide, specifically focused on Doral rights-of-way, on-street parking, parking garages and parking lots; and

WHEREAS, there is an upfront implementation cost of \$136,450.00 (\$6,450.00 for Pay-By-Phone signs and \$130,000.00 for a one-time financial system setup charge); and

WHEREAS, funding for the up-front implementation costs is available in the current Fiscal Year Transportation Fund – “Professional Services - Other”, Account No. 101.80005.500340.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL AS FOLLOWS:

Section 1. Recitals. The above recitals are confirmed, adopted, and incorporated herein and made part hereof by this reference.

Section 2. Approval. The five (5) year term and a one (1) time five (5) year option to extend Interlocal Agreement with Miami Parking Authority for the provision of Parking Compliance services is hereby approved.

Section 3. Authorization. The City Manager is authorized to execute the Interlocal Agreement with Miami Parking Authority to manage the City’s Parking Compliance Program and expended funds as budgeted.

Section 4. Implementation. The City Manager and City Attorney are hereby authorized to take such action as may be necessary to implement the purpose and the provisions of this resolution.

Section 5. Effective Date. This Resolution shall take effect immediately upon adoption.

The foregoing Resolution was offered by Councilmember Mariaca who moved its adoption.

The motion was seconded by Councilmember Puig-Corve and upon being put to a vote, the vote was as follows:

Mayor Juan Carlos Bermudez
Vice Mayor Digna Cabral
Councilman Pete Cabrera
Councilwoman Claudia Mariaca
Councilman Oscar Puig-Corve

Yes
Not Present at time of Vote
Yes
Yes
Yes

PASSED AND ADOPTED this 11 day of May, 2022.

TEST:


ANNIE DIAZ, MMC
CLERK


JUAN CARLOS BERMUDEZ, MAYOR

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE USE AND RELIANCE OF THE CITY OF DORAL ONLY:


FIGUEREDO, ESQ.
ATTORNEY